

# ***EXHIBIT D***

## ***Dynamic's Objections to Deposition Designations for Ray Cureton***

Ray Cureton

8/30/2022

17

1 MR. REDMOND: Object to the form.

2 MS. BROWN: Object to the form.

3 MR. MILLER: Same objection.

4 Q. You can answer. You'll hear that  
5 from time to time. They just don't like  
6 something about the way I asked it.

7 A. Would you repeat the question,  
8 please?

9 Q. Yes, sir. The line that I pointed  
10 you to there, that operations manager is required  
11 for Hyundai contract, do you know what that's in  
12 reference to?

13 MR. REDMOND: Object to the form.

14 MS. BROWN: Same objection.

15 MR. MILLER: Same objection.

16 A. As far as I understand, that part of  
17 my responsibility would be supervising the major  
18 contract at the time, which was at Hyundai.

19 Q. Okay. And then underneath that, it's  
20 talking about you get three hundred dollars a  
21 month for car allowance, a fuel card, a laptop,  
22 and a cellphone; is that right?

23 A. Correct.

1 Q. So you had a cellphone provided by  
2 Dynamic Security?

3 A. I did.

4 Q. Did you use that cellphone to text  
5 communications with any other employees?

6 A. I did.

7 Q. Okay. Do you know if you used that  
8 cellphone to text communications about anything  
9 related to this lawsuit or Ms. Key?

10 A. I did not.

11 Q. Okay. What types of texts would you  
12 --

13 A. Let me clarify just a minute, because  
14 I didn't -- okay. Are you asking me if I texted  
15 those people back then or are you asking me in  
16 connection with the lawsuit? I don't think I  
17 understand.

18 Q. Yes, sir, I'm sorry, and thank you  
19 for clarifying, because that's important.

20 So with that company cellphone that  
21 you had back then, did you use that company  
22 cellphone to text with other Dynamic employees?

23 A. Yes.

Ray Cureton

8/30/2022

22

1           A.     That's really a good question. I was  
2     -- the district manager of the Birmingham office  
3     came down to Montgomery and asked me to remove my  
4     things from the site and that I was being let go.

5           Q.     And what was the district manager's  
6     name?

7           A.     I can tell you. Hang on a minute.  
8     Marshay Webb.

9           Q.     Did Marshay Webb tell you why you  
10    were being let go?

11          A.     He did not.

12          Q.     Did you have any idea that it was  
13    coming?

14          A.     I did not.

15          Q.     Had you ever been disciplined for  
16    anything?

17          A.     I had not.

18          Q.     Do you have any idea what -- in your  
19    mind, what would you think it would be?

20                 MS. BROWN: Object to the form.

21                 MR. REDMOND: Object to the form.

22                 MR. MILLER: Object to the form.

23          A.     I really don't know. Honestly, the

Ray Cureton

8/30/2022

23

1 week before they let me go, I had been assured by  
2 -- and I do not know his name, because he hadn't  
3 been there very long -- my original boss's  
4 replacement that everything was fine and that I  
5 would -- if he lost his job, I would be fine and  
6 wouldn't lose mine, and then I lost it.

7 So I don't know what their thinking  
8 was. I never heard from anybody in any kind of  
9 authority under -- you know, above me about that,  
10 either before or after, and that is the gospel  
11 truth.

12 Q. Okay. So the person who assured you,  
13 that was your old boss's replacement?

14 A. Uh-huh (positive response), yeah, I  
15 think so. It's -- yes, that's who it was, yeah.

16 Q. Do you remember his name?

17 A. I do not. I really do not.

18 Q. What was your old boss's name?

19 A. Mike Keller.

20 Q. And do you remember when Mike Keller  
21 left?

22 A. It was right around the time of this  
23 incident, because I think he left a month before

Ray Cureton

8/30/2022

55

1                   And the dispute got to the place  
2       where HMMA did not want her on the site. And,  
3       ultimately, in the security business, and this is  
4       across the board in any security company I've  
5       ever worked with, when the client says, Remove  
6       somebody from the site, that's what security  
7       companies do, period.

8                   And now, we can go back for our  
9       person to try to get them rehired, try to get --  
10      depending on what's going on, and in this  
11      situation, there was enough there. We did not  
12      fire her or remove her from Dynamic Security. We  
13      simply removed her from the Hyundai site.

14           Q.       We've been going just about an hour.  
15      Do you want to take a short break?

16           A.       I do not. I want to get done with  
17      this if y'all are amicable to continuing.

18                   MR. REDMOND: I'm good.

19           Q.       I am going to show you Plaintiff's  
20      Exhibit 29. All right. Mr. Cureton, do you  
21      recognize Plaintiff's Exhibit 29?

22           A.       I do.

23           Q.       And what do you recognize that to be?

Ray Cureton

8/30/2022

56

1           A.       That is a statement from Ms. Key  
2       alleging discrimination by Hyundai, specifically  
3       Ms. Williams and Ms. Cory Robinson, who was our  
4       employee.

5           Q.       And did you receive a copy of this?

6           A.       I did.

7           Q.       Okay. Can you tell me the  
8       circumstances under which you received this  
9       complaint?

10          A.       I don't know what you're asking me.  
11       I mean, it came -- I'm sure it was given to me  
12       in -- from Ms. Robinson most likely. I don't  
13       know that for sure, but it would have come from  
14       them to me as a complaint for me to handle.

15          Q.       Do you have any recollection of  
16       sitting down with Ms. Key --

17          A.       I do not.

18          Q.       -- to receive this?

19          A.       I'm sorry. I do not have that  
20       recollection of that.

21          Q.       When you received this complaint that  
22       is Plaintiff's Exhibit 29, did you begin an  
23       investigation?

Ray Cureton

8/30/2022

61

1 for Ms. Key's discipline?

2 A. It simply says here, Other conduct  
3 warranting disciplinary action.

4 Q. And then I see there at the bottom it  
5 says, Forwarded to HR for resolution?

6 A. Correct.

7 Q. What was the resolution that was  
8 reached?

9 MR. REDMOND: Object to the form.

10 A. I can't speak for HR. I don't know  
11 what resolution you're looking for. If you're  
12 asking what happened to Ms. Key, that's a  
13 different question than what the resolution was  
14 in this disciplinary form.

15 I mean, we offered her two other  
16 positions, at least, and I think -- I would say  
17 after that that we couldn't accommodate what she  
18 wanted, and -- because we didn't have a position  
19 open that was at the time that she could work,  
20 and so she left.

21 Q. Okay. So you're not aware of what  
22 the ultimate resolution was with regard to Ms.  
23 Key's --



Ray Cureton

8/30/2022

72

1 Ms. Howell is?

2 A. I think Ms. Howell was one of our  
3 officers that worked at Hyundai.

4 Q. So she says, Ms. Howell entered the  
5 security office and asked if we knew when Ms. Key  
6 was due. Do you see that?

7 A. Yes.

8 Q. Okay. So is she discussing her  
9 pregnancy here?

10 MS. BROWN: Object to the form.

11 MR. MILLER: Object to the form.

12 MR. REDMOND: Same objection to form.

13 A. Obviously.

14 Q. Why is it important to know when Ms.  
15 Key is due?

16 MS. BROWN: Object to the form.

17 MR. MILLER: Object to the form.

18 MR. REDMOND: Object to the form.

19 A. As far as I'm concerned, it's not  
20 important. She's just -- it sounds like just  
21 plain old garden variety gossip to me. It's  
22 just, you know, security officers talk all the  
23 time, so it's just -- they're just letting them

Ray Cureton

8/30/2022

73

1 know.

2 Q. Was Ms. Robinson aware that Ms. Key  
3 was filing a complaint against Ms. Robinson and  
4 Ms. Williams?

5 MS. BROWN: Object to the form.

6 MR. MILLER: Object to the form.

7 MR. REDMOND: Object to the form.

8 A. I believe so, yes.

9 Q. I'm going to show you some e-mails,  
10 and I believe that you are the sender, the  
11 recipient, or copied on all of these. And I know  
12 the print is super small, and I apologize about  
13 that, but that's how it came to us.

14 MS. BROWN: Do you have the number  
15 for us?

16 MS. PALMER: 39. Sorry.

17 MS. BROWN: Thank you.

18 A. Okay.

19 Q. (BY MS. PALMER:) So the bottom part  
20 of Exhibit 39, because e-mails go backwards, so  
21 this is dated July 31st from Gloria Robinson to a  
22 number of people with you copied; is that  
23 correct?

Ray Cureton

8/30/2022

75

1 paragraph for me, please, and let me know when  
2 you've read it.

3 A. Okay.

4 Q. Do you see there where she's  
5 discussing finding out that Ms. Key is pregnant?

6 A. Uh-huh (positive response).

7 MS. BROWN: Object to the form.

8 Q. And she says that, I take issue with  
9 her working in the mailroom. Do you see that?

10 MR. MILLER: Object to the form.

11 MS. BROWN: Object to the form.

12 MR. REDMOND: Same objection.

13 A. Yes, I do.

14 Q. As the recipient -- one of the  
15 recipients of this e-mail, what was your  
16 understanding about the issue with Ms. Key  
17 working in the mailroom?

18 MR. MILLER: Object to the form.

19 MS. BROWN: Object to the form.

20 MR. REDMOND: Objection to form.

21 A. The only issue would have been the  
22 lifting of the fifty pounds. Pregnancy had  
23 nothing to do with this.

Ray Cureton

8/30/2022

76

1 Q. Would -- did Ms. Key say she couldn't  
2 lift fifty pounds?

3 MS. BROWN: Object to the form.

4 A. No.

5 MR. MILLER: Object to form.

6 A. No, she did not say she couldn't lift  
7 fifty pounds. There was a -- it looks like there  
8 was a request for a doctor's note to ensure that  
9 she would be able to do so.

10 Q. Okay. If you'll flip for me two  
11 pages, it's going to be Dynamic-Key 80.

12 A. Okay.

13 Q. Does that look like a doctor's note?

14 A. It does.

15 Q. Okay. And what's the date on that  
16 doctor's note?

17 A. July 28th, 2017.

18 Q. Okay. And does it list that Ms. Key  
19 has any restrictions?

20 MS. BROWN: Object to the form.

21 A. No restrictions. No work limitations  
22 noted.

23 Q. And this doctor's note was attached

Ray Cureton

8/30/2022

78

1           Q.     But looking back to this e-mail, it's  
2 clear that Ms. Robinson has an issue with the  
3 pregnancy.

4                   MS. BROWN: Object to the form.

5                   MR. MILLER: Object to the form.

6                   MR. REDMOND: Object to the form.

7           A.     But Ms. Robinson ultimately didn't  
8 make those kind of decisions. That decision was  
9 made by myself or by HMMA, and we would under no  
10 circumstances deny someone employment for being  
11 pregnant, period, end of story.

12           Q.     Was Ms. Robinson disciplined related  
13 to this?

14           A.     She was not. Not that I know of. I  
15 didn't discipline her over it. We may have  
16 discussed policy and those kinds of things, but  
17 it didn't rise to the form of the place of  
18 discipline.

19                   What I would have done, and did many  
20 times with Ms. Robinson over the time that I was  
21 with her, was calm her down and explain to her  
22 what the facts were, and that's all I needed.  
23 You don't need to get excited. You don't need to

Ray Cureton

8/30/2022

79

1 get bent out of shape. Let's just see what we're  
2 supposed to do based on the policies. And when  
3 she would come around, we would do what we were  
4 supposed to do.

5 She never actually supported the idea  
6 of having someone leave because they were  
7 pregnant, if that's what you're looking for.  
8 That's never happened.

9 Q. But that's what the e-mail says, she  
10 takes issue --

11 A. That's not what it says.

12 MS. BROWN: Object to the form.

13 MR. MILLER: Object to the form.

14 MR. REDMOND: Object to the form.

15 A. That's open to question, and I would  
16 not in any way -- I can tell you right now that  
17 no one was ever looked at for leaving because  
18 they were pregnant, period, not under my watch,  
19 no matter what Ms. Robinson said.

20 Q. What could Ms. Key have done  
21 different for Ms. Robinson to not be concerned  
22 with her working in the mailroom?

23 MS. BROWN: Object to the form.

Ray Cureton

8/30/2022

80

1 MR. MILLER: Object to the form.

2 MR. REDMOND: Same objection.

3 A. I think Ms. Key followed the basic  
4 steps. I will say that -- and I'm not saying  
5 this about Ms. Key, but many times attitudes get  
6 involved, people don't listen to each other, and  
7 we're not always on the same page about things.  
8 So I don't know. I don't remember what happened  
9 specifically between Ms. Key other than what's on  
10 paper here.

11 But I can tell you this: She would  
12 not have been let go for being pregnant.

13 Q. But what's on paper here is an  
14 accurate depiction of what happened, right?

15 MR. MILLER: Objection to form.

16 MS. BROWN: Object to the form.

17 MR. REDMOND: Objection.

18 A. It is, but the innuendos that you're  
19 bringing out of it are not accurate.

20 Q. That last sentence there, If she's  
21 due in five months, unless I cannot count, which  
22 I can't, she is already four months and didn't  
23 know it. Do you see that?

Ray Cureton

8/30/2022

81

1           A.     Okay. Yeah, I remember reading that  
2     and --

3           Q.     So Ms. Robinson's referencing Ms.  
4     Key's pregnancy?

5           A.     But it's irrelevant. I'm telling you  
6     it's irrelevant. Ms. Robinson didn't have the  
7     power to let her go, and Ms. Robinson would have  
8     been counseled.

9                     And I've, like I said, counseled many  
10    a supervisor on what their duties are when they  
11    get, well, excuse the expression, get their  
12    underwear in a wad about something.

13          Q.     But Ms. Robinson was not disciplined  
14    that you're aware of?

15          A.     Not that I can remember. It wouldn't  
16    have been a need to. Ms. Robinson was volatile  
17    at times and would say things that once she  
18    thought about it, probably shouldn't have said  
19    that kind of thing. We all do it at times.

20                    And Ms. Robinson was not advocating  
21    that we get rid of Ms. Key for her being  
22    pregnant, and she knew better than that. And I  
23    guarantee you, my job was to make sure that



Ray Cureton

8/30/2022

82

1 didn't happen. So I promise it didn't happen.

2 Q. But she was ultimately removed from  
3 the Hyundai property, right?

4 MS. BROWN: Object to the form.

5 A. Ms. Key? You're talking about Ms.  
6 Key?

7 Q. Yes, Ms. Key.

8 A. She was ultimately removed at the  
9 client's request.

10 Q. I'm going to show you Plaintiff's  
11 Exhibit 38. And this is another string of  
12 e-mails, so, again, it goes from the bottom to  
13 the top.

14 I want to point you specifically to  
15 the bottom of page Dynamic-Key 73. This is an  
16 e-mail from Sherry Spires to you and others. Was  
17 Sherry Spires human resources?

18 A. Yes.

19 Q. And she's asking here to make sure  
20 there's a clear written policy from HMMA. Do you  
21 see that?

22 A. Yes.

23 Q. Okay. So before she sent this

Ray Cureton

8/30/2022

84

1 -- what we knew to be the policy.

2 Q. Now, the e-mail that you're  
3 referencing is the top of Page 73 --

4 A. Yes.

5 Q. -- which is an e-mail from Gloria  
6 Robinson responding to Ms. Spires, right?

7 A. Yes.

8 Q. Okay. So that also didn't come from  
9 a document at Dynamic's office. This came from  
10 something Ms. Robinson put into this e-mail?

11 MS. BROWN: Object to the form.

12 MR. MILLER: Object to the form.

13 A. From HMMA, yes.

14 Q. And I want to point you to the end of  
15 Ms. Spire's e-mail, so Page 074. Under the  
16 section Re: Pregnancy, the last sentence there  
17 says, I'm concerned that she might not have  
18 mentioned the amount of weight she might have to  
19 lift to her doctor. Do you see that?

20 A. Yes.

21 Q. So Ms. Spires is acknowledging that  
22 she has concerns about Ms. Key's pregnancy?

23 MS. BROWN: Object to the form.

Ray Cureton

8/30/2022

85

1 MR. MILLER: Object to the form.

2 MR. REDMOND: Same objection.

3 A. I would dispute that. I think that  
4 her -- it's clear enough it has to do with the  
5 amount of weight she has to lift, and that had  
6 nothing to do with her pregnancy.

7 Q. Okay. And what's the date on this  
8 e-mail?

9 A. The 2nd of August.

10 Q. Okay. And by this time, Ms. Key has  
11 already provided a doctor's note that says she  
12 has no restrictions, right?

13 A. She has, from the 28th of July.

14 Q. Like four days earlier?

15 A. Yes. And the concern stated in this  
16 e-mail is from Sherry, I'm concerned that she  
17 might not have mentioned the amount of weight she  
18 might have to lift to her doctor.

19 So that clearly demonstrates that she  
20 was concerned about lifting weight, not about the  
21 pregnancy.

22 Q. What would give concern that she  
23 would have lied about the weight?

Ray Cureton

8/30/2022

89

1 because the pregnancy has nothing to do with  
2 those policies other than it would have to do  
3 with her safety or with her ability to lift fifty  
4 pounds or to be out in the hot sun or whatever.  
5 I don't know.

6 I mean, these policies are about  
7 hiring and firing, and within any kind of  
8 security site, there are times when certain --  
9 there are certain times when people can't meet  
10 the physical standards that are met that they  
11 could be moved to another -- we've had people  
12 that were -- had difficulties breathing, that you  
13 wouldn't put in a particular site where there was  
14 -- you would move them to a different location so  
15 that they could continue to work.

16 I mean, there's a million different  
17 scenarios. I mean, I don't know what you're  
18 trying to get at, but it's no.

19 Q. I appreciate that. But if in a  
20 situation like this where there is a doctor's  
21 note that says no restrictions, okay?

22 A. Uh-huh (positive response).

23 Q. And if Ms. Robinson had a doctor's

Ray Cureton

8/30/2022

90

1 note that said no restrictions --

2 A. Uh-huh (positive response).

3 Q. -- but then made changes to an  
4 employee's work assignment because she was  
5 concerned personally about the person's  
6 pregnancy --

7 A. Uh-huh (positive response).

8 Q. -- would that be a violation of  
9 Dynamic's policies?

10 MS. BROWN: Object to the form.

11 MR. MILLER: Object to the form.

12 A. Okay. Now -- look, you're asking a  
13 -- that question is just out of bounds, because  
14 we're not going to change somebody's position  
15 just because they're pregnant, okay?

16 That's not Dynamic's policy to change  
17 somebody's position just because they're  
18 pregnant, no, it is not their policy to do that.

19 Q. So if that was done, it would be a  
20 violation of Dynamic's policy?

21 MS. BROWN: Object to form.

22 MR. MILLER: Object to form.

23 MR. REDMOND: Objection to form.

Ray Cureton

8/30/2022

91

1           A.     You're comparing apples and oranges.  
2     The pregnancy has got nothing to do with it. I  
3     mean, a person either has the physical ability to  
4     do the job or not, and if Ms. Robinson was  
5     concerned about Ms. Key's situation because of a  
6     physical situation because she couldn't lift the  
7     weight, she would have had the right, probably  
8     unquestioned right, to switch her to a different  
9     position as long as the pay was the same or  
10    similar and as long as the -- as it was discussed  
11    with the employee and it was explained to the  
12    employee and all -- I mean, it's not -- you know,  
13    there's no -- I don't know if there's a written  
14    policy about that kind of thing other than what a  
15    person can physically handle or not handle.

16           Q.     And is there any indication here that  
17    Ms. Key could not have physically handled the  
18    requirements of the mailroom at Hyundai?

19                   MS. BROWN: Object to the form.

20                   MR. MILLER: Object to the form.

21           A.     There is nothing that I've seen that  
22    says so. But also I'm going to add that that's  
23    irrelevant as far as Dynamic Security is

Ray Cureton

8/30/2022

98

1 official complaint, end quote, of discrimination  
2 against Hyundai, Ms. Williams, and Ms. Robinson.

3 Do you see that?

4 A. I do.

5 Q. So why would it not be advisable to  
6 reassign Ms. Key?

7 MR. REDMOND: Object to form.

8 A. Okay. The last question on this  
9 e-mail says, Any guidance or thoughts. So what I  
10 was doing was going to HR asking them to advise  
11 me on how to act or what to do next, what would  
12 be the best policy.

13 I was concerned that if she was  
14 bringing forth the official complaint, what was  
15 the policy of Dynamic in reference to keeping a  
16 person working if they are going through the  
17 official complaint like this. That's all I was  
18 asking.

19 I didn't have an opinion about it one  
20 way or the other, just trying to find out what  
21 Dynamic's policy was. Just I wondered does it  
22 make sense to keep somebody on. I'm wondering as  
23 a manager, asking my bosses, Does that make sense

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Ray Cureton

8/30/2022

99

1 to keep somebody on who has an official complaint  
2 going? And they advised me, and I followed  
3 through with what they said.

4 Q. As a manager that deals with that and  
5 just asking, you know --

6 A. Yeah, yeah.

7 Q. -- I wonder, did you have a leaning  
8 one way or the other as to whether you would  
9 think it was advisable or not?

10 MR. REDMOND: You're talking about  
11 back then?

12 MS. PALMER: Yes.

13 A. Yes, back then. I would say I didn't  
14 know, and that's why I was asking the question.  
15 My personal leaning would have been to keep them  
16 on unless there's a material reason not to,  
17 because that's really what the policy boils down  
18 to.

19 So this was a question just asked  
20 more out of curiosity than out of, you know, I'm  
21 planning on not doing anything with it, I'm going  
22 to get rid of her, no, that was not what was in  
23 my mind, I can guarantee that, or what I was



Ray Cureton

8/30/2022

101

1 policies that they had agreed to or if they  
2 couldn't work a particular site, but not  
3 connected with the complaint. They don't connect  
4 it with the complaint.

5 The complaint is never a reason to  
6 let somebody go, okay? Does that answer your  
7 question?

8 Q. Did you receive training from Dynamic  
9 Security about how to respond to complaints like  
10 this?

11 A. Yes, of course.

12 Q. Okay. And did that training include  
13 non-retaliation provisions?

14 A. Yes, yes, yes. Of course.

15 Q. And do you understand from that  
16 training that not reassigning someone or not  
17 providing someone -- let me ask it this way: Do  
18 you understand from that training that not  
19 offering someone another position would be  
20 retaliation?

21 A. It could be -- it could be termed  
22 that way, yes.

23 Q. It could be. When would it not be?

Ray Cureton

8/30/2022

104

1 particular case and making sure she was aware of  
2 all the information that was necessary for her to  
3 advise.

4 Q. You see down at the very last  
5 sentence of Ms. Williams' e-mail, I foresee an  
6 issue down the road with this person?

7 A. Yes.

8 Q. As the recipient of this e-mail, what  
9 did you understand that to mean?

10 MS. BROWN: Object to the form.

11 MR. MILLER: Object to the form.

12 MR. REDMOND: Same objection to form.

13 A. That was an opinion from Ms. Williams  
14 about potential issues. It didn't -- she didn't  
15 specify what those issues were.

16 Typically, she would tell me, Oh, the  
17 person has got an attitude or something like  
18 that. But in this specific instance here, I'm  
19 sure she was talking about, as she says in the  
20 e-mail, about her ability to lift boxes. And  
21 also, as we know, about -- ultimately, about the  
22 hair situation, the appearance standards.

23 Q. And so you've mentioned her lifting

Ray Cureton

8/30/2022

108

1 talking about on these e-mails?

2 A. Yes, yes.

3 Q. Did Ms. Key sign these forms?

4 A. She did not. There's no place for  
5 her to sign them.

6 Q. And you didn't request that she sign  
7 the forms?

8 A. I don't recall.

9 Q. Do you recall whether you presented  
10 both of these job opportunities to Ms. Key at one  
11 time?

12 A. They were both presented at the same  
13 time, I'm sure, yeah.

14 Q. Okay.

15 A. I --

16 Q. Would that have been in person or  
17 over the phone?

18 MR. REDMOND: Objection. Asked and  
19 answered.

20 A. I don't remember. Most likely, it  
21 would have been in person, though. I mean, I  
22 can't imagine -- I don't know. I don't know  
23 which I did. I don't know.

Ray Cureton

8/30/2022

117

1 specifically to the bottom of Page 51, which is  
2 an e-mail from you, again, to Sherry. What's the  
3 date of that e-mail?

4 A. August 10th.

5 Q. Okay. And your second to the last  
6 sentence, just before your thanks, it says,  
7 Lastly, in light of her current complaint, am I  
8 free to offer her a position with Dynamic should  
9 we be able to agree on a place for her to work.  
10 Do you see that?

11 A. Yes.

12 Q. So is this now the second time that  
13 you've asked if you can place Ms. Key somewhere  
14 else in light of her current complaint?

15 MR. REDMOND: Object to the form.

16 A. Seems like that's true.

17 Q. All right. If you'll flip for me to  
18 Page 53, which is maybe the beginning-ish of this  
19 string, your last sentence there, I'm not sure  
20 what action Ms. Key expects us to take, but  
21 please advise concerning any other steps you need  
22 me to take. Do you see that?

23 A. Yes.

Ray Cureton

8/30/2022

119

1 Q. And was it mostly common for you and  
2 Ms. Spires to communicate by e-mail?

3 A. Almost entirely, yeah.

4 Q. Let me show you Plaintiff's Exhibit  
5 30 -- 37?

6 MR. REDMOND: Yes.

7 Q. Everything needs to be 30 today  
8 apparently.

9 A. Okay. Let's see here.

10 Q. Okay. I'm going to point you to the  
11 second page, so Page 70, Dynamic-Key 70. What's  
12 the date of that e-mail from you to Sherry?

13 A. August 7th.

14 Q. Okay. And first off, the very last  
15 sentence, you say, Also, is it advisable to try  
16 to move her to a different site when she is  
17 making threats to sue HMMA over the appearance  
18 standards? Do you see that?

19 A. Still asking the question, am I not?

20 Q. Does that -- so that's a third time?

21 A. Yeah, it looks like it.

22 Q. Okay. You said you're still asking  
23 the question. Did they provide you an answer at

Ray Cureton

8/30/2022

123

1           A.     August 29th, 2017.

2           Q.     And so as of this e-mail, August  
3     29th, we're roughly twenty-nine days after she's  
4     been removed from Hyundai. Were the two offers  
5     in the refusal forms that we saw earlier the only  
6     positions that had been offered to her at that  
7     point that you can recall?

8                     MS. BROWN: Object to the form.

9           A.     Well, I can only recall them because  
10    I've got the paperwork, so we could have verbally  
11    -- we could have easily verbally talked to her  
12    about other things, but I don't know that we did.

13          Q.     If you had verbally offered her  
14    another position and she had turned it down,  
15    would you have completed an assignment refusal  
16    form?

17                     MS. BROWN: Object to the form.

18                     MR. REDMOND: Object to the form.

19                     MR. MILLER: Object to the form.

20          A.     Well, at the time that the situation  
21    was going on, things were pretty much in turmoil  
22    just across the branch, and there was -- thinking  
23    about it now, there were several other sites that

Ray Cureton

8/30/2022

124

1 needed immediate attention. So I may have been  
2 getting ready to do that, and then, like I said,  
3 the next week I was gone. So I can't -- they  
4 would be the standard policy to do that, yes.

5 Q. Okay. And, again, Ms. Key says that  
6 she was not offered any positions. So you  
7 dispute that?

8 A. Well, she was offered the two  
9 positions that are refused on the paperwork, but  
10 I don't know about any -- if she was offered  
11 anything else or not. As of the 14th, we didn't  
12 have anything else to offer her, and -- well, the  
13 paperwork speaks for itself.

14 Q. You said that the branch was in  
15 turmoil. What was going on at the branch?

16 A. Well, we had let go several managers  
17 in the organization, and so there was a new site  
18 out in Selma that was causing a lot of uproar.  
19 It was a consuming a lot of time for me trying to  
20 find a field supervisor at the time, some things  
21 that were going on, just normal security business  
22 kind of things that were happening.

23 Q. What was the new site in Selma?

Ray Cureton

8/30/2022

126

1 A. Yes, she was.

2 Q. Was she offered any position at Bush  
3 Hog or Honda Locks?

4 A. I do not recall.

5 Q. The -- after you left -- sorry.  
6 After Dynamic terminated you, you took some time  
7 off. You said you semi-retired --

8 A. Uh-huh (positive response).

9 Q. -- and then you went to work for  
10 Dothan Security, and you mentioned that Dothan  
11 then picked up the Hyundai contract.

12 A. Correct.

13 Q. So was it the same job, same duties,  
14 same positions?

15 A. Same job, same duties, same people in  
16 charge as far as our contacts at Hyundai were  
17 concerned, at least at the level of the  
18 operations manager. Ms. Williams was still in  
19 charge just like she was back in 2017.

20 Q. And do you have any recollection of  
21 when that happened, when Dothan took the contract  
22 for Hyundai?

23 A. Yeah. It's just been recently, I



Ray Cureton

8/30/2022

127

1 mean, within --

2 MS. BROWN: Object to the form.

3 A. I worked there from April, and I  
4 guess it must have been around October, November  
5 timeframe that -- and, you know, I could go look  
6 it up, but I want to say October, November  
7 timeframe that Dothan Security took it over.

8 Q. Of 2021?

9 A. Of 2021, yes.

10 Q. Okay. Did you participate at all in  
11 the EEOC response letter that Dynamic provided?

12 MR. REDMOND: Object to the form,  
13 just participate.

14 A. I don't recall.

15 Q. Do you remember if Ms. Riddle asked  
16 you specific questions or asked you for specific  
17 information to respond to Ms. Key's EEOC charge?

18 A. I don't know if that's the generation  
19 of Exhibit 45 or not. It might be. It may have  
20 been where that came from. I see she is copied  
21 on that e-mail, so I don't know, on the  
22 unemployment rebuttal thing there. I don't know.  
23 I mean, you would have to ask her. I don't know.